

Customer's service. In all cases, a Party shall perform testing and/or diagnosis to determine if a trouble is located in its facility or network prior to referring the trouble the other Party for cooperative diagnosis and repair of that Customer's service. The Parties shall provide to one another appropriate repair-referral information, including repair contacts as well as inter-company escalation procedures and contacts, to ensure speedy resolution of such service interruptions.

18.4 Customer Authorization

18.4.1 Without in any way limiting either Party's obligations under subsection 27.1, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

18.4.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider. To the extent required by, and in accordance, with Applicable Law, the Parties shall provide proof of verification of the Customer's authorization to change primary Telephone Exchange Service Provider upon request.

18.4.3 Without in any way limiting either Party's obligations under subsection 27.1, the Parties shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. Neither Party shall access (including, but not limited to, Cox's use of BA OSS Services (as defined in Schedule 11.7) and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to it pursuant to this Agreement unless the Party has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, each Party represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. The Parties shall, upon reasonable request following a complaint regarding possible misuse of Customer Proprietary Network Information, provide proof of such authorization (including a copy of any written authorization).

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to Section 11.1 and upon request, BA will provide directory services to Cox in accordance with the terms set forth herein. In this Section 19, references to a Cox Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to Cox or is retained by Cox on the Customer's behalf pursuant to Number Portability arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include the Cox Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), and BA directory assistance databases using the same care with which it provides these functions for its own subscribers. BA will use Cox's Directory Listing information for the purpose of BA's directory publications and directory assistance-type services and, to the extent required by Applicable Law, for the purpose of providing third parties with access to BA's Directory Listings and directory assistance databases. BA and Cox may separately agree for other uses of Cox's listings. BA will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of Cox's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. Where required, Cox will pay BA the charge(s) set forth in Exhibit A for providing such service for each Cox Customer's primary listing. Cox will also pay BA for additional and foreign white page listings and other white pages services for Cox's Customers, according to the rates and charges contained in Exhibit A. BA will not require a minimum number of listings per order.

19.1.2 Upon request by Cox, BA will make available to Cox a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to BA's own business offices.

19.1.3 Cox shall provide BA with daily listing information on all new Cox Customers in the format required by BA or a mutually-agreed upon industry standard format, at no charge. BA shall make available to Cox an electronic interface for the submission of such listing information. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cox will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with Cox. BA shall promptly provide to Cox, within forty-eight (48) hours of receipt by BA, a query on any listing that is not acceptable.

19.1.4 BA will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. Cox's Directory Listings information. The Parties acknowledge that to the extent Cox's Directory Listings information is included in BA's directory publications and its databases for directory assistance-type services, Cox's Directory Listings information will not be treated as Proprietary Information.

19.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Cox Customer listings. BA will provide Cox with a report of all Cox Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory in order that Cox may determine the accuracy of its Customers' listings and provide correction to such listings no less than two business days prior to the directory close date. BA will process any corrections made by Cox with respect to its listings, provided such corrections are received no less than two business days prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.

19.1.6 Cox will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that Cox has the right to place such listings on behalf of its Customers. BA will provide Cox, upon request, a copy of the BA listings standards and specifications manual. Cox agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, Cox agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's listing of the listing information provided by Cox hereunder.

19.1.7 BA's liability to Cox in the event of a BA error in or omission, of a listing shall not exceed the amount of charges actually paid by Cox for such listing. In addition, Cox agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to Cox's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

19.2 Service Information Pages

BA will include all Cox NXX codes associated with the areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. Cox's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when Cox is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at Cox request, BA will include in the "Customer Guide" or comparable section of the applicable white pages

directories listings provided by Cox for Cox's critical contact information for Cox's installation, repair and Customer service and other essential Cox telephone service oriented information, as agreed by the Parties, including appropriate identifying logo, and with easy-to-find placement in the Customer Guide. Such listings shall appear alphabetically by local exchange carrier in accordance with BA's generally applicable policies. Cox will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide Cox with the close dates and reasonable notice of any changes in said dates. BA shall not charge Cox for inclusion of this essential Cox telephone service-oriented information, but reserves the right to impose charges on other information Cox may elect to submit and BA may elect to accept for inclusion in BA's white pages directories.

19.3 Yellow Pages Maintenance

The Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to Cox (including Customers utilizing Cox-assigned telephone numbers and Cox Customers utilizing Number Portability) are maintained without interruption. BA will offer Yellow Pages services to Cox Customers on the same basis and timing with respect to delivery close dates as they are offered to BA Customers.

19.4 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.4.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.4.2 If either Party ("Carrier A") decides or is required by Applicable Law to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.

19.4.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for BLVI.

19.4.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established

between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.14, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 The rates and charges for services, facilities and arrangements provided under this Agreement will be the rates and charges determined by Commission proceedings or set forth in Tariffs. Exhibit A lists the current rates and charges for services, facilities, and arrangements provided under this Agreement that were determined by Commission proceedings or are set forth in Tariffs. The rates and charges for services, facilities and arrangements provided under this Agreement will change as rates and charges are changed by Commission proceedings or in Tariffs.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction.

20.4 Upon request by a Party, the other Party shall, at any time and from time to time, provide to the requesting Party adequate assurance of payment of amounts due (or to become due) to it hereunder. Assurance of payment of charges may be requested by a Party if the other Party, at the Effective Date or at any time thereafter, is (a) unable to demonstrate a good credit history of payments for telecommunications services; (b) fails to timely pay a bill rendered to the other Party by the requesting Party, (c) in the requesting Party's reasonable judgment, at the Effective Date or at any time thereafter, the other Party does not have established credit with the requesting Party or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at the requesting Party's option, consist of (i) a cash security deposit in U.S. dollars held in an account by it or (ii) an unconditional, irrevocable standby letter of credit naming the requesting Party as the beneficiary thereof

and otherwise in form and substance satisfactory to it from a financial institution acceptable to it, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by the requesting Party, for the services, facilities or arrangements to be provided in connection with this Agreement. To the extent that the requesting Party opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. Any such deposit shall be deposited into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The Parties intend to negotiate an escrow agreement that accrues interest from the date cash is deposited with the escrow agent to the date the cash (and accrued interest) is distributed under the terms of the escrow agreement. The requesting Party may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to the other Party in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by the requesting Party. The fact that a security deposit or a letter of credit is requested hereunder shall in no way relieve a Party from compliance with the requesting Party's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to a Party for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 Cox shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 24 hereof. At a minimum and without limiting the foregoing covenant, Cox shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 Cox shall name BA as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

21.3 Cox shall, within two (2) weeks of the date hereof and on an annual basis thereafter, furnish certificates or other proof of the foregoing insurance. The certificates or other adequate proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, Cox shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by Cox or Cox's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Virginia shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.4 Through its program of self insurance, BA can satisfy its obligations under this Agreement.

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until [A DATE CERTAIN TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by [A DATE THAT IS HALFWAY THROUGH INITIAL TERM)].

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, in advance of the date of termination. In the event of such termination the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under the terms of this Agreement on a month-to-month basis until the Effective Date of the new agreement.

22.4 If either Party seeks to terminate or renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. Should Cox provide written notice, the date of BA's reception of such notice shall be understood to be the day Cox requests negotiation under Section 252 of the Act. Should BA provide such notice, Cox shall, within thirty (30) days of its receipt, provide to BA a written request for

negotiation; the date of BA's reception of such notice shall be understood to be the day Cox requests negotiation under Section 252 of the Act. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 INDEMNIFICATION

24.1 BA agrees to indemnify, defend and hold harmless Cox from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of BA; or

(b) made, instituted, or asserted by BA's own Customer(s) against Cox arising out of Cox's provision of services to BA under this Agreement (except for a Loss as to which Cox is obligated to indemnify BA under Section 24.2(a)).

24.2 Cox agrees to indemnify, defend and hold harmless BA from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions, which include, but are not limited to, litigation costs, attorneys' fees, settlement payments, and direct damages awarded or resulting from any such suit, claim or proceeding or matter which is collectively herein referred to as "a Loss":

(a) asserted by or relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, owned by any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Cox; or

(b) made, instituted, or asserted by Cox's own Customer(s) against BA arising out of BA's provision of services to Cox under this Agreement (except for a Loss as to which BA is obligated to indemnify Cox under Section 24.1(a)).

24.3 Either party may additionally procure its own defense to any Loss. The cost of such additional defense shall be borne solely by the party undertaking the additional defense.

24.4 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

24.5 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice materially prejudices the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.6 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

24.7 To the extent not prohibited by Applicable Law, each Party (the "supplying Party") shall indemnify and hold harmless the other Party (the "using Party") from and against any loss, costs, claim, liability, damage and expense (including reasonable attorney's fees) arising from claims under the laws of the United States by third parties for trademark, patent or intellectual property infringement arising directly from the using Party's authorized use of the supplying Party's facilities, arrangements or services in the Commonwealth of Virginia pursuant to the terms of this Agreement. Provided, however, that the foregoing indemnification obligation shall not apply where the claimed infringement arises from any acts or omissions of the using Party: (i) that constitute willful or intentional misconduct or gross negligence; (ii) that arise from the using Party's combination of facilities, arrangements or services not provided by the supplying Party with facilities, arrangements or services provided by the supplying Party and wherein no infringement would have occurred without such combination; (iii) where Cox is the using Party, that arise because BA has failed to enter into a license agreement for third party proprietary products, as contemplated in section 28.13.4; or (iv) that arise from the using Party's use of the facilities, arrangements, or services provided by the supplying Party for a purpose other than the provision of local exchange services to Customers of the using Party or in a manner inconsistent with that contemplated by this Agreement; and in all such instances, the using Party shall indemnify and hold harmless the supplying Party.

25.0 LIMITATION OF LIABILITY

25.1 The liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such Errors.

25.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 24 hereof.

25.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with the Customer of one Party, both Parties shall assert the applicability of any limitations of liability to Customers that may be contained in either Party's applicable Tariff(s).

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

BA shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein, in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 To the extent required by the FCC Order in "In the Matter of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control", Memorandum Opinion and Order, FCC CC Docket No. 98-184,

(June 16, 2000), BA shall provide performance measurement results ("Performance Measurement Results") to Cox.

26.2.2 The Parties agree that the information in the Performance Measurement Results is confidential and proprietary, and shall be used by The Parties solely for internal performance assessment purposes, for purposes of joint Cox and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA's obligations hereunder. The Parties shall not otherwise disclose this information to third parties.

26.2.3 The Parties agree Performance Measurement Results adopted in this Agreement may be renegotiated to reflect the outcome of the Commission's proceedings in docket PUC 960111 and related dockets.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law federal, state, and local laws, rules and regulations in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in BA's reasonable determination is likely to adversely affect BA's application pursuant to Section 271(d) of the Act, then the Parties agree to negotiate and make within 30 days only the minimum revisions that are necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. If, after good faith negotiations, the Parties agree that resolution will not be reached, then provision of 28.9 concerning dispute resolution and access to a regulatory or judicial form shall apply.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that either Party is not required to furnish any service, facility or arrangement, or to provide any benefit required to be

furnished or provided hereunder, then the providing Party may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination, as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element, service, facility, arrangement or benefit. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that BA is not required to provision a particular Network Element, service, facility, arrangement or benefit. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element, service or arrangement.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 Cox is a public service corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Cox represents that it is a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or

incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; strikes, work stoppages or walkouts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The nonperforming Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

(a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of directory publication or directory database inclusion, or

(b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or

(c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission, the FCC or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 The Parties agree that customer-specific network usage information acquired by one party solely as a result of providing services, facilities and arrangements under this Agreement is Customer Proprietary Network Information ("CPNI") as described in Section 222 of the Act. The Parties further agree to use and disclose CPNI only in accordance with Applicable Law.

28.4.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.5 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.6 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and insofar as and to the extent federal law may apply, federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local

Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is

required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Cox under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to Cox for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to Cox, then, as between BA and Cox, Cox shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either Cox or BA with respect to the Tax on BA's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Bell Atlantic:

Tax Administration
Bell Atlantic Corporation

1095 Avenue of the Americas
Room 3109
New York, NY 10036

To Cox: Mr. Greg Cox
Director of Taxes
Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, GA 30319

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party which shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this subsection 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction to resolve such issues.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

28.9.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

28.9.2 If the Parties are unable to resolve the dispute by good faith negotiation between the Parties within forty-five (45) days after written notification and description of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.9.3 If the Parties are unable to resolve issues related to the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.9.2, or if either Party fails to appoint a designated representative within sixty (60) days of the notification referred to Section 28.9.2, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction or proceed with any other remedy pursuant to law or equity, to resolve such issues .

28.9.4 The Parties agree that all negotiations pursuant to this Section 28.9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Cox:

Jill N. Butler
Vice President, Regulatory Affairs
Cox Virginia Telcom, Inc.
4585 Village Avenue
Norfolk, VA 23502
Fax: 757 369-4500

with a copy to:

Suzanne L. Howard
Manager, Regulatory Affairs
Cox Communications

1400 Lake Hearn Drive
Atlanta, GA 30319
Fax: 404 847-6064

To BA:

Director - Interconnection Services
Bell Atlantic Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with copies to:

General Counsel
Bell Atlantic - Virginia, Inc.
[ADDRESS]

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.13.4 Cox agrees that the rights granted by BA hereunder shall, where applicable, be subject to the same restrictions, if any, contained in any current software license agreements between BA and BA's software vendors. BA agrees to advise Cox, directly or through a third party, of any such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions") and that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by BA hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia. Cox acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Cox. BA agrees to advise Cox, directly or through a third party, of such additional terms or conditions or separate licensing requirements that may affect Cox's provision of local exchange services in the Commonwealth of Virginia. To the extent BA's rights to use such third party licenses impose Ancillary Restrictions or impose separate licensing requirements that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by BA hereunder for Cox's provision

of local exchange services in the Commonwealth of Virginia, in accordance with Applicable Law, BA will at Cox's request and at Cox's expense, renegotiate such licenses for Cox's benefit to cover use by Cox and will, in those negotiations, exercise best efforts as commercially practical, to obtain licensing for Cox on terms and at rates similar to or the same as those obtained by BA.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, either Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Cox's ability to provide service using certain technologies. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

BA may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by BA hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. BA shall not have the obligation to inform the Customers of Cox of such law enforcement requests, except to the extent required by Applicable Law. BA will inform Cox of such law enforcement requests, unless an appropriate governmental authority requests that notice to Cox be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. BA will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by BA to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise, provided such actions or failure to act pertain solely to BA's efforts in cooperating with law enforcement. To the extent that such law enforcement requests may involve services provided by Cox, the above shall apply to Cox.

28.22 CLEC Certification

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as Cox has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Virginia as a local exchange carrier.

28.23 Section 252(i) Obligations

28.23.1 To the extent required by Applicable Law, BA shall make available without unreasonable delay to Cox any individual Interconnection, service, or Network Element arrangement contained in any agreement to which BA is a party that is approved by the Commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

28.23.2 The obligations of this section shall not apply where:

(a) The costs of providing a particular Interconnection, service, or Network Element arrangement to Cox are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or

(b) The provision of a particular Interconnection, service, or Network Element arrangement to Cox is not technically feasible.

28.23.3 To the extent required by Applicable Law, individual Interconnection, service, or Network Element arrangements shall remain available for use by Cox pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.

28.23.4 To the extent that the exercise by Cox of any rights it may have under Section 252(i) results in the rearrangement of facilities by BA, Cox shall pay BA all nonrecurring charges associated therewith at the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i). If BA gives notice to Cox that the rearrangement of facilities by BA will entail costs that BA would not recover under the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i), the parties will negotiate Cox's reimbursement of BA for those costs prior to the rearrangement of facilities by BA.

28.23.5 If Cox wishes to exercise any rights it may have under Section 252(i), Cox shall provide written notice thereof to BA. Upon BA's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that Cox has elected to adopt as are set forth in the interconnection agreement under which Cox has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from

the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by Cox, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law. If a dispute should arise under this section 28.22, the dispute resolution provisions of section 28.9 shall apply, but the intervals set forth in section 28.9 shall be shortened by 20 days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2000.

Cox Virginia Telcom, Inc.

BELL ATLANTIC-VIRGINIA,
INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 4.1	Network Interconnection Schedule
Schedule 4.2	Interconnection Points for Different Types of Traffic
Schedule 5.6	Applicable Factors
Schedule 11.4	Access to Network Interface Device
Schedule 11.5	Unbundled Switching Elements
Schedule 11.7	Operations Support Systems

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

INTERCONNECTION POINTS (IPs) AS OF EFFECTIVE DATE:

LATA: 252 (NORFOLK, VA)

BA IP(s):	Cox IP(s):
NRFLVABS52T	NRFLVAJTDS0
NWNWVANDDS0	NWNWVACRDS0
NWNWVAHUDS0	
NWNWVAHVDS0	
HMPNVADCDS0	
VRBHVACCD0	
VRBHVAVBDS0	

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

BA IP(s):	Cox IP(s):	Implementation Dates(s):

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

BA IP(s):	Cox IP(s):	Implementation Dates(s):

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.

(b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to:

(a) Cox, at the Cox-IP in which the Traffic is to terminate.

4. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911/E911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

6. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA 905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

7. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating Cox Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

8. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

9. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	Cox	ALL	(To be supplied by BA)	(To be supplied by BA)
Cox	BA	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

BA BILLING CONTACT NAME: _____

BA BILLING CONTACT NUMBER: _____

BA BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

BA ACNA to be used when ordering Interconnections Trunks: _____

BA CIC to be used when ordering Interconnection Trunks: _____